

Green Valley AEA #14

Prof. Staff Assn.

7/1/2006 6/30/2007



2006-2007

MASTER CONTRACT

Green Valley Area Education Agency 14

Green Valley Area Education Agency 14

1405 North Lincoln

Creston, Iowa 50801

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Board of Directors

District 1

Don Bohling

District 2

R. Blake Cooper

District 3

Julie Wilken

District 4

Raymond Storm

District 5

Lois Trinity

District 6

Maurice Jones

District 7

Sherry Wiley

District 8

Marion James

Administration

Connie J. Maxson

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ARTICLE I

PREAMBLE

The Green Valley Area Education Agency 14 ("Employer") and the Green Valley Area Education Agency 14 Professional Staff Association ("Association") recognize and agree that providing quality educational services for the students of local Iowa school districts served by the Agency and maintaining cooperative relationships with the staffs and patrons of such districts are essential.

The Employer and the Association have negotiated in good faith and have set forth their mutual understandings hereafter.

ARTICLE II

RECOGNITION

A. Bargaining Unit

The Agency recognizes the Association as the duly certified exclusive collective bargaining representative, pursuant to Public Employment Relations Board Case No. 2029, for the following bargaining unit:

Included: All eligible certificated employees whose job assignment requires state certification from the Iowa Department of Education including teachers, instructors, speech-language pathologists, psychologists, audiologists, social workers, consultants, librarians, and coordinators.

Excluded: Clerks, film inspectors, aides, drivers, secretaries, printers, receptionists, production coordinators, maintenance persons, audiometrists, and all employees excluded by Section 4 of the Act, including the administrator, directors, assistant directors, supervisors, specialists, executive secretary, and community relations person.

B. Definitions

1. The term "employer" shall include the Agency's Board of Directors and those administrative and supervisory personnel excluded from the bargaining unit and described in Section A above.

2. The term "Employee" shall mean all employees included in the bargaining unit described in Section A above and represented by the Association.

a. The term "Regular Full-Time Employee" shall mean all employees contracted for 30 or more hours per week.

b. The term "Regular Part-Time Employee" shall mean all employees contracted for less than 30 hours per week.

3. The term "Association" shall mean the Association or its duly authorized representatives or agents.

ARTICLE III

GRIEVANCE PROCEDURES

A. Definitions

1. A "grievance" is a claim by an employee, group of employees, or the Association that there has been an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement.

2. "Days" shall mean working days. If the time limitations for filing or advancing a grievance are not met by an employee or the Association, further appeals are barred. The Employer's failure to meet applicable time limits shall constitute a denial of the grievance and permits further appeal to the next step.

B. Right to Representation A grievant, if he/she chooses, may be represented by a representative of his/her choice at all steps of the grievance procedure.

C. Procedure

Step 1

A grievant shall orally present his/her grievance to his/her immediate supervisor for discussion within ten (10) days after it arises. The supervisor shall orally respond to the grievance within three (3) days after its submission.

Step 2

If the grievance is not formally resolved, the grievant shall file his/her grievance in writing with the appropriate Division Director, specifying (a) the date of the occurrence on which it is based, (b) the facts on which the grievance is based, including the name(s) of the employee(s) involved,

(c) the specific provision of this Agreement involved, and (d) the specific relief requested, within five (5) days of this immediate supervisor's Step 1 response. The Division Director shall respond in writing to the grievant within seven (7) days of the receipt of the grievance.

Step 3

If the grievance is not resolved, the grievant shall submit his/her written grievance to the Chief Administrator or his/her designee with ten (10) days of receiving the Division Director's answer. The Administrator or his/her designee will arrange for a meeting to discuss the grievance within seven (7) days of receipt of the grievance. Within ten (10) days of such meeting, the Administrator or his/her designee shall respond in writing to the grievant.

Step 4

If the grievance is not resolved at Step 3, the grievant may, on written notice to the Administrator within ten (10) days of his/her Step 3 answer, apply for arbitration. Within five (5) days of receipt of such request, representatives of the Employer and the Association shall attempt to select a mutually acceptable arbitrator. Failing to do so, they shall within ten (10) days of such arbitration request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Within five (5) days after receipt of such list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within forty-five (45) days after the record is closed. The arbitrator shall have no authority to add to, subtract from, modify, or amend any terms of this Agreement. A decision of the arbitrator shall, within the scope of the arbitrator's authority be final and binding upon the parties. The Employer and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room. Any other expenses shall be paid by the party incurring them.

D. All grievances at Step 1, 2, and 3 shall be presented, discussed and processed on employee's non-working time. "Non-working time" is defined as before and after the normal work day, and during employees' duty-free lunch periods, provided the employee has no contractual assignments during such time.

E. All grievances at Step 1, 2, and 3 shall be maintained in a separate grievance file, not in the employees' personnel files.

ARTICLE IV

EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Employees are permitted to wear pins or other identification of membership in the Association or its affiliates.
- B. Each certificated employee will be given his/her assignment for the forthcoming year at the time the individual contract is signed by the employee, or as soon as possible thereafter.
- C. Each employee shall have the right, at a time mutually convenient to the employee and his/her immediate supervisor, to review and reproduce the contents of his/her own personnel file, excluding confidential recommendations.

ARTICLE V

ASSOCIATION RIGHTS

- A. **Use of Facilities** The Association shall have the same right to use the Employer's facility as any other Area 14 local district or community organization, when this use would not conflict with the Employer's usual functions. All applications from the Association for use of the facility shall be submitted to the Administrator, on the appropriate form, no later than five (5) days in advance of the requested date of use. Such advance notice requirement may be waived at the discretion of the Administrator.
- B. **Use of Equipment** The Association shall be afforded the use of computers, copying machines, calculating machines, and audiovisual equipment of the employer with prior written administrative approval, and the Association shall pay for the reasonable cost of all materials and supplies used. The Association shall be afforded the use of interschool delivery services for all AEA staff association meetings and social events by receiving written administrative approval once at the beginning of the year. All other uses of the delivery services shall require prior written administrative approval.
- C. **Bulletin Boards** The Association, upon approval of the Administrator, shall have the right to post notices of Association meetings, elections and social events on bulletin boards provided within the central office and all sub-offices. The space available shall be limited to an area assigned by the Administrator.

ARTICLE VI

MANAGEMENT RIGHTS

The Employer shall, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, have the exclusive power, duty and right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer the budget.
9. Exercise all powers and duties granted to the public employer by law.

ARTICLE VII

HOURS OF WORK

A. Professionals are contracted for professional service that does not generally lend itself to a specifically defined day. Professionals shall accept the responsibility for the completion of their workday as demanded by their professional assignments. Normal professional assignments can be accomplished in an eight hour day under typical conditions.

B. Employees required to work longer than the regular eight hour work day, may use those extra hours to adjust or "flex" their work schedule at a later time, with approval of their immediate supervisor.

C. Commuting to and from work is not included in hours of work.

D. Employees are responsible to see that their current schedule of office hours and travel assignments are on file with the AEA central office.

ARTICLE VIII

WORK YEAR

The work year for employees will be one hundred ninety-one (191) days.

ARTICLE IX

SICK LEAVE/FAMILY ILLNESS LEAVE

A. Regular full-time employees shall be granted eighteen (18) paid days leave of absence for personal illness or injury and family illness each year. Family illness is when a member of the employee's immediate family is seriously ill. Ten (10) days of the eighteen (18) days personal/family illness leave may be used for family illness each year. If three (3) or fewer family illness leave days are used in a given year, one (1) additional family illness day shall be carried over to the following year. A total of three (3) days may be carried over, at a rate of one (1) day per year for a maximum accumulation of thirteen (13) days. Whenever a staff member must utilize more than three (3) consecutive days for family illness, that staff member will provide a signed statement from the attending physician. Immediate family is defined as an employee's spouse (including significant other), child, parent (surrogate parent), or sibling. In addition three (3) of the ten (10) family illness days may be used for a parent-in-law, grandparent, or grandchild.

Unused sick leave shall accumulate to a maximum of one hundred fifteen (115) days, unless the employee already has accumulated one hundred twenty (120) days, in which case that maximum will continue until the accumulated days fall below one hundred fifteen (115) days. Regular part-time employees shall receive paid sick leave days and shall accumulate unused sick leave in a ratio proportionate to the employee's hours and months of employment.

B. The Employer may require such evidence as it deems necessary confirming the necessity for personal illness or injury and family illness absences.

C. Employees will be given a written accounting of accumulated sick leave days no later than November 1st each year.

D. Disability because of pregnancy will be treated as an illness.

E. Sick leave shall be taken in hourly increments and may include medical and dental appointments.

F. Employees will be compensated for their non-use of sick leave as follows:

<i>Number of Days used</i>	<i>Amount of Compensation</i>
0	\$300
1	\$200
2	\$100

Any fraction of a day of sick leave that is used will count as a full day, when considering compensation only. Employees will receive this compensation in their last paycheck in June.

ARTICLE X

LEAVES OF ABSENCE

A. ***Jury Duty** An Employee required to perform jury duty during the working year shall suffer no reduction of pay during such duty. Any remuneration for jury service shall be paid to the Employer.

B. ***Association Leave** Up to four (4) days per year of total staff time may be taken by association members, as a whole, to attend to Association Business (not including contract negotiations or grievances). The leave shall be compensated at the following rate. The first two (2) days shall be paid at the rate of one hundred percent (100%) of the employee's per diem with the second two (2) days uncompensated. Notice shall be given to the employee's immediate supervisor at least ten (10) days in advance, except in cases of emergency.

C. ***Professional Meetings Leave/Tuition Reimbursement** Starting with the 2006-2007 contract year, a two year cycle will be established for professional meetings leave and tuition reimbursement. A combined total of one thousand (\$1,000) will be available for professional meetings leave and/or tuition reimbursement.

Anytime during the two year cycle eligible employees may apply for a leave of absence not to exceed five (5) days. Employees using professional meetings leave during non-contract time will be allowed to adjust their calendar or schedule.

Employees will be reimbursed for allowable expenses for participation in professional meetings leave. Professional meetings must:

- (1) be directly related to the employee's functions within the Agency and/or
- (2) be likely to assist the employee and the Agency in the mission of the Agency, including delivery of services to school children and/or
- (3) be programs which will enable the attending employee upon his/her return to effectively provide non-attending employees inservice instruction regarding the matters and materials covered, and/or
- 4) if applicable, be substantially related to an area or areas in which the employee needs professional improvement or development pursuant to the employee's most recent formal evaluation.

Employees will be eligible for professional meetings leave after completing one year of employment. Employees who become eligible during the second year of the cycle will receive professional meetings leave on a prorated basis.

If the attendance of the Employee is required by direction of the Employer, such attendance shall not be counted as Professional Meetings Leave. The decision whether to approve or disapprove Professional Meetings Leave requests shall be the prerogative of the Employer. Should an employee and the Association disagree with a Division Director's decision, the decision will be referred to the Administrator. Should an employee and the Association disagree with the Administrator's decision, the decision will be referred to a committee of no less than five (5) members with two (2) chosen by the Administration, two (2) chosen by the Association and the final committee member selected by mutual agreement of the other committee members. The decision of the committee shall be final.

In addition, employees are eligible for reimbursement anytime during the two year cycle for tuition and other class required expenses (excluding travel expenses) for job-related courses taken in non-working times, provided the course(s) is approved by the Division Director. Should approval of a course be denied, the decision may be appealed to the Administrator, with a final decision being made in ten (10) days or less. Documented proof of successful completion of the course(s) is required. Employees shall not be eligible for use of tuition reimbursement funds when the claim is directly or indirectly related to agency funded leaves. Employees hired during the second year of the cycle will receive tuition reimbursement on a prorated basis.

Employees who have remaining professional meetings leave/tuition reimbursement dollars at the conclusion of the two year cycle, will be compensated their remaining balance up to a maximum of \$500.

D. *Funeral Leave Each employee shall be granted up to five (5) days per occurrence paid leave for the death of an employee's spouse, child, parent (surrogate parent), sibling, parent-in-law, grandparent, or grandchild. Each employee shall be granted up to five (5) days paid leave per year for the death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a relative or friend with whom bonds had been so close that good taste demands attendance at the funeral, provided the employee makes arrangements for and/or attends the funeral, or to be borrowed up to the total five (5) days available per year to augment bereavement leave for an immediate family member. In the event of the death of an employee of the Employer, the Administrator or his/her designee shall grant sufficient time to attend the funeral to such number of employees as deemed appropriate. In the event of the death of a student or child that an employee has worked with and wishes to attend the funeral, sufficient time shall be granted as determined by the Division Director.

E. *Unpaid Leave Temporary leaves of absence without pay may be granted upon written application to the employee's immediate supervisor and approval by the Employer.

F. *Professional Study Leave

1. Applications from employees who have been continuously employed by the Agency for four (4) or more years, who are in good standing with the agency, and have not previously used professional study leave may be accepted for a semester leave of absence, provided the following qualifications are met:

a. Notice of intent to apply for study leave shall be made in writing to the Administrator by December 1 of the year prior to the fiscal year for which the leave is requested.

b. A proposal for a program of studies in a job/discipline area or in an area that meets an agency need shall be filed with the Division Director.

c. Administrative approved requests shall be submitted to the Board of Directors.

2. Only one employee will be granted a semester leave in any one year. Approval shall be determined according to the following criteria:

a. Seniority

b. Program acceptability: Defined as a proposal for a program of studies in an employee's job area or discipline, or that fulfills an agency need. Priority consideration given to a proposed course of study that is for an advanced degree or further certification requirement.

c. Employee in good standing: Defined as an employee with no remediation plan in place and a satisfactory rating on the most recent evaluation.

3. An employee who is granted a study leave shall be paid fifty percent (50%) of the contract salary which would have been earned during the period of leave. The employee agrees to sign a promissory note representing the amount of salary received during the period of leave.

4. Upon return, the employee shall submit a comprehensive written report concerning his/her studies.

5. An employee who is granted a study leave agrees to serve two (2) additional years of employment with AEA 14 in addition to the fiscal year in which the leave is taken. Upon returning to work, the employee will also receive an additional ten percent (10%) of the contract salary which would have been earned during the period of leave. This amount will be divided equally and half will be paid with the first paycheck of the next two contract years. If an employee fails to honor the employment obligation subject to conditions of this agreement, that employee shall not receive any references.

6. Barring unforeseen changes by the university, leaves scheduled but not taken during the approved semester are lost for the year. Reapplication for future years will be necessary.

7. Insurance benefits shall continue during the leave period.

G. *Military Leave Leave for active military service or Iowa reserve duty shall be granted pursuant to the provisions of the Federal Military Service Act and Chapter 29A Code of Iowa.

H. *Emergency Leave An employee, upon application to and approval by the Administrator, shall be granted leave without pay (unless waiver of pay deduction is specially authorized by the Administrator) for emergencies beyond the control of the employee

I. *Personal Leave Each employee is eligible for four (4) days absence to be used at the employee's discretion, upon notice to supervisor, to be paid as follows:

Day 1-To be paid at one hundred percent (100%) of the employees per diem.

Day 2-To be paid at one hundred percent (100%) of the employees per diem.

Day 3-To be paid at one hundred percent (100%) of the employees per diem.

A fourth day shall be paid at one hundred percent (100%) of the employee's per diem if the following criteria is met. If Day 4 is to be taken, at least one

of the four personal leave days must be used when the school district(s) the employee is scheduled to serve is not in session. If one of the school districts that the employee serves is closed and they are not scheduled to serve another school that same day, then the employee has met the criteria to use Day 4.

The employer shall purchase 80% of the unused balance of the first two (2) eight (8) hour days at the employee's per diem and 50% of the unused balance of the third eight (8) hour day at the employee's per diem.

* Regular Part-Time Employees shall be granted the above leaves in a ratio proportionate (to the nearest hour) to the employee's contracted FTE.

ARTICLE XI

WAGES AND SALARIES

A. Schedule The salary of each employee covered by the regular salary schedule is set forth in Schedule 1, which incorporates Phase I and Phase II monies.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this agreement and in accordance with paragraph 2 below, except for newly hired employees with 0, 1, or 2 years of experience, who shall initially be placed at step 2. Employees placed at step 2 shall remain on step 2 until completion of their third year of experience.

2. Previous Experience Credit up to fourteen (14) years (step 14) of any salary level on the salary schedule shall be given for relevant previous experience.

3. Credit for Agency Experience Employees who are offered continuing contracts, but subsequently resign, shall suffer no penalties, and no loss of compensation, should said employees be rehired by the Agency, provided that no actual certificated working days have elapsed since the employee's date of termination with the Agency and the date of rehire.

4. Hiring Incentive Newly hired employees with 0, 1, or 2 years of experience and placed on step 2 of salary schedule shall be eligible for a \$600 hiring incentive. This is a one time payment which will be added to employees initial payroll check.

C. Advancement on Salary Schedule

1. Increments Employees on the salary schedule shall be granted one (1) vertical increment or step on the schedule for each year of service until the maximum for their educational classification is reached. To receive a step increase in a subsequent year, an employee's contracted period, from starting date through ending date, must encompass at least 97 agency designated calendar work days.

2. Educational Lanes Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane.

Any employee intending to earn additional credits for educational lane advancement shall:

A.) Obtain prior written approval of the course from the Division Director by using the Tuition Reimbursement Form.

B.) Notify Administrator in writing prior to May 15 preceding anticipated change.

C.) File transcripts with the Business Office on or before October 1 in order to receive advancement for current year.

3. Career Increment Employees who reach the maximum experience step in their educational preparation lane shall receive an annual career increment equal to one percent (1%) of the BA base for each ensuing year of employment.

D. Extended Year Contracts All employees agreeing to work an extended year (greater than the regular one-hundred ninety one (191) day contract) shall be on a voluntary basis. Those employees working with a child determined to need services during usual non-contract periods shall be offered the opportunity to work an extended contract first. If the employee declines, another AEA employee in the same department may be offered the opportunity to work the extended contract. Employees working under extended contracts will be paid at their individual per diem rate of the previous year's contract.

E. Method of Payment

1. Pay periods Each employee shall be paid every second Friday, in equal installments.

2. Exceptions When a pay date falls on or during a holiday, employees shall receive their pay on the last previous working day.

F. Phase I & II monies in the salary schedule is contingent on funding. Discontinuance of HF499 money from the state will reduce the base proportionately until the appropriate amount of money is recovered.

ARTICLE XII

INSURANCE

A. The current hospital, surgical, and major medical insurance benefits, and the current dental and vision insurance benefits, under the terms and conditions for eligibility and benefits prescribed by the carrier, and at the current cost of the Alliance Select 100 policy, shall be continued in effect for the life of this Agreement. Eligible employees may choose to elect an optional approved plan from those offered by the current carrier, or purchase additional insurance as may be available through the current carrier. These options will be costed through payroll adjustments. In addition, the current term-life insurance benefits and the current long-term disability insurance benefits will also be continued.

For Regular Part-Time Employees contracted to work at least 20 hours but less than 30 hours a week, these insurance benefits shall be offered in a ratio proportionate to the employee's contracted FTE.

B. Each employee shall receive \$177.50 per month or \$2,130 per year in additional salary. Employees may choose to use this money to purchase additional health insurance in the agency's group plan, or a Tax-Sheltered Annuity (with one of the companies currently so engaged with the Employer). Notification of choice must be given in writing to the business office.

For Regular Part-Time Employees contracted to work at least 20 hours but less than 30 hours a week, benefits shall be given in a ratio proportionate to the employee's contracted FTE.

C. All employees shall be covered by an Employer-paid liability insurance plan and high risk insurance plan for traveling employees, under the terms of such plans, covering job-related duties.

D. New employees shall be covered by the Employer's insurance plans effective as prescribed in such plans.

E. The Employer shall provide to all employees, information detailing the terms, conditions, and benefits of its insurance programs.

F. Approximately equivalent insurance benefits shall be provided if a change of carrier occurs. If such change is anticipated, the Association will be informed and their agreement to the change will be necessary prior to any such change taking place.

ARTICLE XIII

DUES DEDUCTION

A. Authorization Any employee who is a member of the Association or who has applied for membership, may sign and deliver to the Employer an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set in Schedule 3 and shall be received in the business office by September 15.

B. Regular Deduction Pursuant to a deduction authorization, the Employer shall deduct a pro-rated amount of the total dues from each check of the employee after October 1.

C. Pro-rated Deduction Employees who begin deduction after October 1 shall have the same amount of dues deducted as employees in Paragraph B. Any other amount owed shall be made up by the employee but not as a payroll deduction.

D. Duration Such authorization shall continue in effect for one year unless revoked in writing by a thirty (30) day notice to the Employer and the Association.

E. Agreement to Indemnify The Association agrees to indemnify and hold harmless the Employer, each individual Board member, and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions in the Agreement between the parties of dues deduction.

ARTICLE XIV

PAYROLL DEDUCTIONS

Upon appropriate written authorization from an employee, the Employer shall deduct from the salary of the employee and make remittance for tax-sheltered annuities, as authorized by Iowa law, for employee's contributions for family insurance, the United Fund and other deductions as allowed by state law.

ARTICLE XV

EVALUATION PROCEDURE

A. The Division Director, or the designee, shall acquaint each employee with the evaluation procedures being used. The employee shall also be notified who will observe and evaluate the performance of the employee. No formal evaluation shall take place until such orientation has been completed. Each employee will be formally evaluated at least once every three years. Probationary employees will be evaluated at least annually.

B. Each formal evaluation shall be followed within fifteen (15) working days by a conference between the employee and the evaluator. A copy of the written evaluation shall be given to the employee and the original initialed by the employee. Initialing of an evaluation does not indicate agreement but only shows awareness of the evaluation by the employee. The employee may file a written statement which shall be attached to the evaluation. Said statement may indicate disagreement or support of the evaluation. Employees receiving an unsatisfactory evaluation may have an individualized remediation plan initiated at administrative discretion.

C. Nothing in this Article is to be construed as precluding informal evaluations of employees, but any information from such evaluation shall be made known to the employee, in writing, prior to being placed in the employee's file. The employee may file a written statement which shall be attached to such evaluation. Said statement may indicate disagreement or support of the evaluation.

D. Each employee shall have the right to review evaluative material in the employee's file. Such review shall occur during normal business hours and when such will not interfere with the employee's or Employer's responsibilities.

E. When a written complaint is filed against an employee, the complaint shall immediately be brought to the attention of the employee.

F. Any employee shall have the right to grieve any evaluation as unfair, unjust or inaccurate.

ARTICLE XVI

STAFF REDUCTION PROCEDURES

A. Seniority Seniority, as used in this article, shall mean an employee's continuous length of employment with the Agency from his/her most recent date of hire, including previous contract service with a county school system or joint county school system within the geographical boundaries of Area Education Agency 14. Seniority shall be accumulated in and applied on a job classification basis. All employees shall have probationary status for purposes of Chapter 279, Code of Iowa, during their first three (3) years of employment, unless a probationary period has already been satisfactorily completed in another Iowa school district or AEA, in which case the probationary period in AEA 14 will be for one (1) year. Regular part-time employees shall acquire seniority at a rate proportionate to the employee's contracted FTE. Seniority shall continue to accrue during all approved paid leaves of absence of thirty (30) days or less. Seniority shall be terminated by (a) resignation, (b) discharge, or (c) layoff in excess of two (2) years.

B. Notification Employees will be given notice of layoff no later than April 30.

C. Layoffs If staff reduction cannot be accomplished by normal attrition, employees will be laid off within the certificated job classifications specified in Article II - RECOGNITION, Section A, using the following sequential system.

1. Probationary employees
2. Continuing employees using the following criteria:
 - a. seniority and
 - b. training, experience, and evaluations

D. Bumping There shall be no bumping or displacement rights into other job classifications upon layoff without the Employer's consent.

E. Recall Rights If the Employer determines to recall employees, recall will be in the inverse order of layoff within job classifications, provided employees are then certified to perform the duties of the classification. Notice of recall will be sent to the employee's last known address, and the employee must notify the Employer within seven (7) days of his/her intention and availability to return to work or recall rights shall terminate. All recall rights shall terminate if an employee has not been recalled within two (2) years of layoff.

F. Benefits Benefits to which new employees are entitled will be given to recalled employees. Seniority, experience credit, and fringe benefits shall not continue during layoff.

ARTICLE XVII

TRANSFERS

A. A “transfer” for the purposes of this Article, shall mean the reassignment of an employee to a different job classification, building, regional office, or school district for a period in excess of thirty (30) days.

B. The employer shall post in the main office and distribute to all branch offices a list of vacancies as they occur.

C. An employee who desires a change in assignment or classification shall file a written statement of such desire by April 1 of each year with the Division Director. Other requests for transfers and reassignments shall be submitted within fifteen (15) working days of the posting of the vacancies. Requests shall be reviewed at least once a year.

D. First consideration for vacancies shall be given to present employees who are qualified to fill the vacancies, then to laid-off employees who are qualified to fill the vacancies and finally, to new applicants.

E. An employee who is involuntarily transferred shall not suffer a loss of compensation as a result of such a transfer.

F. Employees who are involuntarily reassigned or transferred after signing a contract with the Green Valley AEA 14 for the following fiscal year will be reimbursed an amount equal to twenty-five per cent (25%) of the total mileage for two hundred (200) days between the previous home base assignment and the new assigned home base.

ARTICLE XVIII

HEALTH AND SAFETY

A. All employees shall provide medical evidence of physical fitness to perform assigned duties in a form satisfactory to and prescribed by the Employer. A physical examination report shall be provided to the Employer within the first thirty (30) days of employment. The cost of such examination, up to seventy-five dollars (\$75), will be reimbursed by the Employer. Employees whose physical condition may be questioned by the Employer shall present satisfactory medical evidence when requested.

B. Employees shall not be required to work under unsafe or hazardous conditions which endanger their health or safety. Each employee will be provided a copy of the Emergency Response Plan (ERP) and will be in-serviced on the plan procedures. Safety equipment for central and regional offices will be provided as detailed in the ERP. Each non-school based office will have appropriate security equipment and procedures. Snow days for the agency will be announced by the administration and will not necessarily correspond with local school districts. Employees will be required to make up snow days declared by the Chief Administrator. Late starts and early outs announced by administration due to weather do not have to be made up.

ARTICLE XIX

IN-SERVICE TRAINING

A. In-service training for Area Education Agency 14 employees is defined as training provided to various employees during the service year.

B. An In-service Committee with employee representation shall be established within the divisions of the agency for the purpose of making recommendations to the respective Division Director as to the structure and content of the in-service training program. Not less than one-half (1/2) of the members of the committee shall be employees.

C. In-service training shall not be limited to those proposals received by the Division Director from the committee.

ARTICLE XX

COMPLIANCE AND DURATION

A. Separability If any provision of this Agreement is held to be contrary to the law, then such provision and only such provision shall not be deemed valid and subsisting, except to the extent permitted by law, and all other provisions shall continue in full force and effect.

B. Printing Agreement Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Board shall provide the Association with twenty (20) additional copies.

C. Notices Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

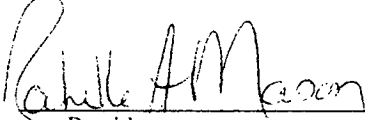
1. If by the Association, to the Board at 1405 N. Lincoln, Creston, Iowa 50801
2. If by the Board, to the Association at 1405 N. Lincoln, Creston, Iowa 50801


D. Duration Period This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007. Each and every provision of this Agreement shall continue for the duration of the Agreement.

E. Compliance Between Individual Contracts and the Agreement If an individual employment contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

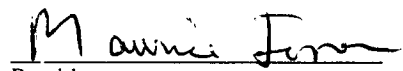
F. Signature Clause In witness thereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 15th day of May, 2006.

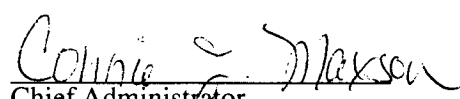
Green Valley AEA Professional
Staff Association


President


Chief Negotiator

Green Valley Area Education
Agency Board of Directors


President


Chief Administrator

SCHEDULE 1
SALARY SCHEDULE

<u>STEPS</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+45/ MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>PHD</u>
24,570	24,570	25,553	26,781	27,764	28,747	29,730	30,958
0	25,553	26,536	27,764	28,747	29,730	30,713	31,941
1	25,553	26,536	27,764	28,747	29,730	30,713	31,941
2	26,536	27,518	28,747	29,730	30,713	31,695	32,924
3	27,518	28,501	29,730	30,713	31,695	32,678	33,907
4	28,501	29,484	30,713	31,695	32,678	33,661	34,889
5	29,484	30,467	31,695	32,678	33,661	34,644	35,872
6	30,467	31,450	32,678	33,661	34,644	35,627	36,855
7	31,450	32,432	33,661	34,644	35,627	36,609	37,838
8	32,432	33,415	34,644	35,627	36,609	37,592	38,821
9	33,415	34,398	35,627	36,609	37,592	38,575	39,803
10	34,398	35,381	36,609	37,592	38,575	39,558	40,786
11	35,381	36,364	37,592	38,575	39,558	40,541	41,769
12	36,364	37,346	38,575	39,558	40,541	41,523	42,752
13	37,346	38,329	39,558	40,541	41,523	42,506	43,735
14	38,329	39,312	40,541	41,523	42,506	43,489	44,717
15	39,312	40,295	41,523	42,506	43,489	44,472	45,700
16	40,295	41,278	42,506	43,489	44,472	45,455	46,683
17		42,260	43,489	44,472	45,455	46,437	47,666
18		43,243	44,472	45,455	46,437	47,420	48,649
19			45,455	46,437	47,420	48,403	49,631
20			46,437	47,420	48,403	49,386	50,614
21				48,403	49,386	50,369	51,597
22				49,386	50,369	51,351	52,580
23					51,351	52,334	53,563
24					52,334	53,317	54,545

The base generator for 2006-2007 is \$24,570

**SCHEDULE 2
GRIEVANCE REPORT**

_____ GVAEA

_____ Location

_____ Date Filed

Distribution of Form

1.Association

2.Employee

3.Appropriate Supervisor

_____ Name of Aggrieved Person

LEVEL II

A.Date Violation Occurred _____

B.Section(s) of Contract Violated _____

C.Statement of Grievance _____

D.Relief Sought _____

_____ Date

_____ Signature

E.Disposition by Division Director _____

_____ Date

_____ Signature-Div. Director

LEVEL III

A. _____
Signature of Aggrieved Person

_____ Date Rec'd By
Administrator

B.Disposition by Administrator or Designee _____

_____ Date

_____ Signature of Administrator

DUES DEDUCTION AUTHORIZATION FORM Amount

First Name	Initial	Last Name
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as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of:

It is understood that this authorization shall begin on the first payroll period following this date for new staff who file it after October 1, and shall begin on the first payroll after October 1 for full year employees and shall continue through the current school year. A new form will be filed with the employer at the beginning of the next school year to continue dues deduction.

Date _____ Signature _____

Social Security No. _____

Return to Membership Chair by _____

FOR EMPLOYER USE ONLY—DO NOT FILL OUT

Employee No. _____

Date Started _____

Amount _____

Date	Amount
------	--------

Date	Amount
------	--------

Date	Amount
------	--------

Date	Amount
------	--------

Green Valley AEA14 • 1405 North Lincoln • Creston, Iowa 50801
(641) 782-8443 • (800) 362-1864 • Fax: (641) 782-4298
<http://www.aea14.k12.ia.us>